

**First 5 Sonoma County
Sonoma County Children and Families Commission**

REQUEST FOR PROPOSALS

EVALUATION SERVICES

DATE ISSUED:	May 3, 2004
LETTER OF INTEREST DEADLINE:	June 4, 2004
PROPOSAL SUBMISSION DEADLINE:	July 15, 2004 (5:00 p.m.)
CANDIDATE INTERVIEWS:	TBD

**Sonoma County Department of Health Services
Prevention and Planning Division
3273 Airway Drive, Suite C, Santa Rosa, CA 95403
Telephone: 565-6680**

California Children and Families First Act of 1998

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EVALUATION CONSULTANT

Timeline - 2004

RFP released	May 3
Letters of Interest Due (mandatory)	June 4 by 5 p.m.
Technical Assistance (via e-mail)	May 3 – June 18
Summary of Q + As	June 30 (anticipated)
Proposals Due	July 15 by 5 p.m.
Review of Proposals	July 16 - August 15
Candidate Interviews	TBD
Commission Meeting Final Selection	August 25
Contract Start	October 1 (anticipated)

The passage of the California Children and Families First Act of 1998 (Proposition 10) provided an unprecedented opportunity to create and implement a comprehensive, collaborative, and integrated system of information and services to promote, support, and optimize early childhood development in Sonoma County. Under the Act, each county was charged with the development of a comprehensive strategic plan to create local systems of services and programs that emphasize access and flexibility, ensure local decision-making and eliminate duplication of administrative systems.

The Sonoma County Children and Families Commission was established in December 1998 through an ordinance adopted by the Sonoma County Board of Supervisors. The seven-member Commission includes representation from the Board, County health and human services agencies and individuals with expertise in early child development, health and education. In April 2000, the Commission completed its first Strategic Plan for children and families in Sonoma County. The Strategic Plan outlines the goals, objectives and funding priorities of the Commission and provides a framework for the allocation of the approximately \$5 million in tobacco tax revenues which Proposition 10 generates for Sonoma County each year.

Evaluation is a primary mechanism by which the Commission is informed of its impact in the community. An Evaluation Committee has been established and is responsible for ensuring that local evaluation is feasible and effectively measures progress towards the Commission's goals and objectives as expressed in the Strategic Plan and accomplished through its funded programs. To accomplish this, the Evaluation Committee reviews evaluation design and planning documents; reviews draft evaluation reports; and makes recommendations to the Commission for improvements in evaluation design and process.

Evaluation is an essential tool in measuring the impact of the Commission's work. The functions of local evaluation are to measure community-level progress towards achieving the goals, objectives and desired outcomes of the Strategic Plan and to assess the effectiveness of funded programs. An evaluation design, including community indicators and performance measures, was finalized in January 2002 and has served as the initial blueprint for local evaluation.

In spring 2002, the Strategic Plan was revised to incorporate the approved Evaluation Design. Local evaluation activities and reports have subsequently been conducted with fidelity to the approved Design. The Strategic Plan, the Evaluation Design, and sample evaluation reports may be viewed or downloaded from the Commission's website (www.sonoma-county.org/children).

Late last fall the Commission began implementation of the statewide First 5 California's Proposition 10 Evaluation Data System (PEDS), while continuing with its own local evaluation. The primary focus of state evaluation is to assess California's progress towards achieving First 5 goals on a statewide basis. To that end, priority outcomes were identified in each of four result areas (improved family functioning, child development, child health, and systems of care) and one or more indicators were identified to track each outcome. An overview of the conceptual framework of First 5 California Evaluation is included in the Appendix. Additional information may be found at www.First5Evaluation.com.

The Commission implemented its Evaluation Design and began generating program evaluation reports prior to the roll out of the State PEDS system. The evaluation consultant to be selected through this RFP process will review local and state evaluation systems for duplications, inconsistencies and/or gaps; and provide recommendations on how to achieve evaluation systems integration. Our goals are to move forward in the most effective and efficient manner, and to develop a cost-effective, unified evaluation program. It is anticipated that evaluation expenditures will decrease as a result of integrating state and local systems.

Request for Proposals

The Sonoma County Children and Families Commission requests proposals from consultants with demonstrated experience in evaluation. The consultant will be responsible for completion of the following activities and work products under the direction of the Commission and in contract with the Sonoma County Department of Health Services, as administrator for First 5 Sonoma County:

- ◆ Build a unified Evaluation Plan for the period April 2005 – September 2007, using the 2002 Evaluation Design as a starting point.
- ◆ Maintain and improve current data collection and data analysis procedures .
- ◆ Oversee local implementation of State PEDS evaluation and coordinate with State evaluation consultants.
- ◆ Identify relevant data sources for evaluation.
- ◆ Provide technical assistance, training, and ongoing consultation in evaluation for Commission staff, Commissioners and recipients of funding.
- ◆ Provide technical assistance applicable to Strategic Plan revisions and to services/systems integration.
- ◆ Report to the Commission, its Committees, and/or community partners on issues related to evaluation.
- ◆ Support the effective functioning of the Commission and its advisory bodies.

There will be two distinct phases to this Project, including:

PHASE 1 – BUILDING A PLAN AND MAINTAINING CURRENT EVALUATION (October 2004 - March 2005). The evaluation consultant will learn about the Commission's funded programs, and the current status of its Evaluation Design, strategies, activities and outcomes through:

- a) Meetings with key individuals and groups such as: the Commission, the Evaluation Committee, the Professional Community Advisory Committee, the School Readiness Initiative Governing Council, Commission staff, consultants, representatives of funded programs, etc.
- b) Review of relevant documents, such as First 5 Sonoma County Strategic Plan, annual reports, 2002 Evaluation Design, evaluation reports, Commission meeting notes, scopes of work and progress reports for funded programs, State PEDS Evaluation manuals, etc.
- c) Additional activities as determined by evaluation consultant in consultation with Commission staff.

At the end of this phase, and no later than March 31, 2005, a revised, in-depth, unified evaluation plan will be delivered. The plan shall include:

- Recommendations for integrating local evaluation with the state PEDS system
- A description of planned evaluation strategies and activities for April 2005 – September 2007
- Program-level and outcome indicators
- Data elements and data collection and analysis procedures
- Responsible party(ies) for each activity
- Recommendations for transitioning certain data collection and analysis functions to Commission staff and/or contracting agencies, including timelines and a training plan, if necessary
- Timelines and deliverables
- A line-item budget for April 2005 - September 2007 that includes a breakdown of evaluation costs by program area and activity

During this phase the evaluation consultant will also be required to maintain current evaluation systems, specifically with regard to data collection and PEDS implementation oversight. Additional information on current data collection procedures is included in the Appendix.

PHASE 2 - DELIVER EVALUATION SERVICES - (April 2005 - September 2007)

During this phase, evaluation services will be delivered in accordance with the plan.

The Commission is seeking an evaluation consultant willing to make a potentially long-term (3 to 5 years) commitment to the evaluation project. An extension of funding beyond the proposed contract period may be recommended, if performance during the initial contract period is satisfactory. Collaborative proposals will be regarded favorably, if they provide access to a broader range of relevant evaluation expertise. In a collaborative proposal, one consultant (or consulting agency) must function as the contractor, serve as the fiscal entity, and assume responsibility for project. Collaborative proposals must include a letter of intent to collaborate from all participating independent consultant(s) and/or consulting agency(ies).

The evaluation consultant will be expected to provide periodic reports to the Sonoma County Children and Families Commission, and its committees, and to work with the Commission's consultants, staff, and other partners, as requested.

Funding Available for Evaluation

Phase 1: The Commission has allocated funding in the amount of \$100,000 for the six-month period (October 1, 2004 through March 31, 2005) to fund evaluation planning and evaluation maintenance activities that support First 5 Sonoma County. It is anticipated that approximately 50% of the Phase 1 allocation will be spent on evaluation planning and 50% will be spent on maintaining current evaluation systems (including monitoring data collected and entered by subcontractors, providing technical assistance on data collection and entry, entering data, cleaning data, performing queries and serving as liaison to state evaluation consultants.). A summary of current programs, including FY 04-05 funding levels, is provided in the Appendix. Program descriptions are also provided.

The Commission reserves the right to award all, part or none of the funding that is available for evaluation planning and services.

Phase 2: The Commission plans to allocate to the successful applicant to this RFP an amount not to exceed \$437,500 for evaluation services for April 2005 - September 2007. The amount will be determined by the Commission when it approves the evaluation plan built during phase 1.

Technical Assistance

In order to assist prospective respondents to prepare the highest quality proposal, questions regarding this RFP may be submitted electronically to children@sonoma.county.org during the following timeframe:

May 3, 2004 – June 18, 2004

Commission staff will respond via e-mail to all questions received in as timely a manner possible, and will make a summary of all questions and answers. This summary will be forwarded on or about June 30, 2004 to all

individuals/entities that submitted a timely Letter of Interest. No further questions will be accepted after June 18. There will be no Bidder's Conference.

Application Process

The application process for this funding will incorporate the following required steps:

Letters of Interest

Potential applicants are required to submit a non-binding Letter of Interest by 5 p.m., Friday, June 4, 2004. The required format for the Letter of Interest is attached.

Detailed Proposals

Applicants who submitted a timely Letter of Interest will be eligible to submit a full proposal by Thursday, July 15, 2004 at 5:00 p.m. An original and seven (7) copies of the proposal should be sent to:

Sonoma County Children and Families Commission
c/o County of Sonoma Department of Health Services
Prevention and Planning Division
3273 Airway Drive, Suite C
Santa Rosa, CA 95403
Attention: Jennie Tasheff

Proposals, modifications or corrections received after the deadline will not be considered. No e-mail or facsimile transmissions will be accepted.

Proposal Review

The Children and Families Commission, with leadership from its Evaluation Committee, will evaluate all proposals. Independent, non-conflicted reviewers with subject matter expertise may be invited to assist in the evaluation of proposals, at the sole discretion of the Commission. Potential evaluation consultants or persons affiliated with applicant organizations in any capacity are not eligible to serve as reviewers. Based upon recommendations from the Evaluation Committee, the Sonoma County Children and Families Commission will make final funding decisions.

The Proposal Review Committee will score each proposal using a standardized scoring instrument. The total number of points that can be given is indicated in the Proposal Scoring section. The Review Committee will base their recommendations upon a ranking of scores, their evaluation of the proposed staffing plan and qualifications of the consultants to be assigned to this project, the budget/line item justifications (including compliance with administrative overhead requirement), and other strengths/weaknesses of the proposal. The leading candidates will be invited to participate in an oral interview process.

There is no guarantee that submission of a proposal will result in funding, or that funding will be allocated at the level requested.

Proposal Format Instructions

1. This RFP and all required forms are available on diskette (Microsoft Word). Call 565-6680 to request a copy.

2. Use the Checklist provided to ensure that your proposal is complete; do not submit it as part of your proposal.
3. Font size 12 or larger is required.
4. All margins must be 1 inch.
5. Include page numbers.
6. Any attachments, with the exception of those that are required (please refer to Part 2 of the Proposal Narrative section) must be unbound, 8.5" x 11", and limited to no more than five (5) pages total.
7. Proposal and all attachments must be three-hole punched on left margin of 8.5" x 11" paper.
8. Do not staple.

Proposal Content

PART 1 - Narrative on Applicant/Organization Capacity (not to exceed a total of 7 pages)

All of the information requested below must be addressed in the narrative. Each response must be presented and labeled in the order requested in the RFP and will be weighted as indicated. The maximum number of points attainable for Part 1 is 90. Additional content areas are permitted; however, they must remain within the 7 page limit.

A. Background

(40 points for this section)

- 1) Describe the applicant/organization's capability and resources to conduct and manage the proposed project. Include information on when the organization was founded, and the number of years the project manager has worked as an evaluation professional.
- 2) Identify relevant evaluation projects the applicant/organization has managed. Include examples of successful evaluation efforts that have focused on community-wide, results-based evaluation of education, health and/or social services programs, including dates.
- 3) Describe the applicant/organization's experience in:
 - a. working with multiple agencies in a community setting.
 - b. monitoring data collection activities across multiple agencies.

B. Evaluation Methodology

(50 points for this section)

Describe the applicant/organization's experience with regard to:

- 1) collecting, tracking, and/or analyzing program-level and community-level data.
- 2) focusing on results-based accountability.
- 3) making oral presentations of evaluation findings.

C. Staffing

Submit staffing plan. Indicate who will have lead responsibility for this project. If you plan to use one or more subcontractors, identify them and discuss their roles.

PART 2- Attachments to the Proposal

All of the items requested below must be provided as an attachment. Each item must be presented and labeled in the order requested in the RFP and will be weighted as indicated. The maximum number of points attainable for Part 2 is 110.

A. Evaluation Methodology

(50 points for this section)

Include a sample written report that has been completed by you/your organization within the past two to three years. Include the names of the specific consultant(s) assigned to the project and their time percentages on the sample project.

B. Staffing

Include resumes for all key project staff positions (principal investigator and staff), including subcontractors.

C. Letter(s) of Intent to Collaborate

Include letter(s) of intent to collaborate from subcontracting consultant(s) and/or consulting agency(ies), if you are submitting a collaborative proposal.

D. Professional References

Include contact information for 3 recent consulting jobs with similar scopes of work.

E. Other Evaluation Contracts

Include a list of all other evaluation contracts currently held by key project staff.

F. Scope of Work and Timelines

(30 points for this section)

Include a detailed scope of work for Phase I (October 2004 - March 2005) which includes:

- timelines
- person(s) or organizations responsible
- deliverable(s)

The scope of work should address the following areas: building a revised, unified evaluation plan; assessing the effectiveness of and making improvements in the current data collection system; and maintaining current evaluation systems. "Maintaining current evaluation systems" refers to the following activities: monitoring and providing technical assistance on existing data collection and entry procedures used for local evaluation and for state PEDS evaluation, "cleaning" data, performing data queries, and serving as liaison to state evaluation consultants.

It is anticipated that approximately 50% of the evaluation contract during this time period will be focused on the evaluation planning process and 50% will be spent on maintaining current evaluation systems.

G. Project Budget

(30 points for this section)

Include a line-item budget for Phase I (October 2004 - March 2005). Include the hourly rate for each consultant assigned to this project and their projected number of hours. In the event that your budget includes a line item for administrative overhead/indirect costs, do not exceed 15% of the total budget and identify the specific cost factors that are included.

- Include a Budget Narrative (maximum of 1 page). Provide details for each budget line item, i.e. mileage at 37.5¢ per mile.

A line-item budget for Phase II (April 2005- September 2007) is not required at this time; it will be submitted as part of the evaluation plan built during Phase 1.

H. Proposed Changes to the Sample Contract

Include any proposed changes to the sample contract provided, or a statement indicating that the contract is acceptable with no changes.

Proposal Scoring

There is a maximum total of 200 points that may be attained, including 90 for the Narrative section of the proposal and 110 for the Attachments section.

Insurance Requirements

All contractors must carry Workers' Compensation and \$1,000,000 in the following categories of insurance: Commercial or comprehensive general liability, automobile liability (per occurrence for bodily and property damage), and professional liability. The successful applicant will be required to submit certificates of insurance with endorsements designating the County of Sonoma as additional insured.

Contracting Requirements

The evaluation consultant will be expected to enter into a contract with the County of Sonoma (as administrator for the Children and Families Commission) that includes, but is not limited to the provisions contained in the sample contract included in the Appendix. Any and all changes to the sample contract that you wish to propose must be identified at the time of initial application. If there are no proposed changes, please include a statement to that effect.

Waiver of Immaterial Defect

The Commission may waive any immaterial deviation in any proposal. The determination as to whether a defect or deviation is material or immaterial shall be made by the Commission in its sole discretion. The waiver of any immaterial defect(s) shall not excuse a proposal from full compliance with the contract terms if a contract is awarded.

Appeals Process

Applicants will be notified of the Commission's selection following the Commission meeting in which a decision is made. Notification will be made by posting a Notice of Intent to Award at the Commission's offices at 3273 Airway Drive, Suite C, Santa Rosa, and by faxing that notice to all applicants. Individuals, agencies and/or organizations not selected for funding have the right to file an appeal if they believe that a significant material error occurred in the proposal evaluation and/or selection process that had a negative effect on their consideration for funding. The following rules apply to the appeals process:

Appeals will only be accepted from organizations or government entities that submitted proposals for funding. No third party complaints will be considered. Appeals must be submitted in writing to the Sonoma County Children and Families Commission at the address printed on page 7 of this document, before 5:00 p.m. on the fifth (5th) business day following notification.

The appeal must describe the specific alleged violation of process or procedure that serves as the basis for appeal.

The appeal must include the name, address, and telephone number of the person representing the agency or organization that is making the appeal. Commission staff will issue a final decision within ten (10) working days of receipt of the appeal.

CHECKLIST FOR PROPOSALS AND ATTACHMENTS

Please ensure that all documents are included in the following sequence when you submit your proposal to the Sonoma County Children and Families Commission. **Proposals submitted without the following items/attachments will be rejected as incomplete.**

(Do not submit this form.)

- ☐ **RFP Cover Sheet (at least one copy must include an original signature by the person authorized to bind the agreement)**
- ☐ **Narrative on Applicant/Organization Capacity**
- ☐ **Sample Evaluation Report**
- ☐ **Resumes of Key Staff, including Subcontractors (if applicable)**
- ☐ **Letter(s) of Intent to Collaborate (if applicable)**
- ☐ **Professional References (name and title of contact person, agency name, address, phone number)**
- ☐ **List of Current Evaluation Contracts**
- ☐ **Scope of Work and Timelines for October 2004 - March 2005**
- ☐ **Budget and Budget Narrative for October 2004 - March 2005**
- ☐ **Statement on Proposed Changes to the Sample Contract**

APPENDIX

Appendix A	Letter of Interest Form
Appendix B	Proposal Cover Sheet Form
Appendix C	Conceptual Framework for First 5 California Evaluation
Appendix D	Current Data Collection Procedures
Appendix E	Summary of Current Programs (including FY 04-05 Allocations)
Appendix F	Program Descriptions
Appendix G	Sample Contract boilerplate

Mandatory, Non-Binding Letter of Interest

Must be received by June 4, 2004 by 5:00 p.m., by mail, fax or hand delivery. E-mail documents will not be accepted.

TO: Lisa R. Lambiase, MPH
First 5 Sonoma County
Prevention and Planning Division
3273 Airway Drive, Suite C
Santa Rosa, CA 95403
Fax (707) 565-6619

FROM:

Name & Title: _____

Consulting Firm (if applicable): _____

Mailing address: _____

Telephone Number: _____ Fax: _____

E-mail address: _____

We intend to apply for the Request for Proposals for Evaluation Services from First 5 Sonoma County (Sonoma County Children and Families Commission). We are aware that this is a non-binding letter of interest and that our application is due on July 15, 2004 by 5:00 p.m. We are aware that technical assistance is available, exclusively via e-mail to children@sonoma-county.org between the following dates: May 3 - June 18, 2004. We are also aware that there will be no bidder's conference associated with this Request for Proposals.

**Sonoma County Children and Families Commission
Request for Proposal for Evaluation Consultant
Cover Sheet**

Applicant Organization: _____

Primary Contact: _____

Address: _____

Email: _____

Phone: _____ Fax: _____

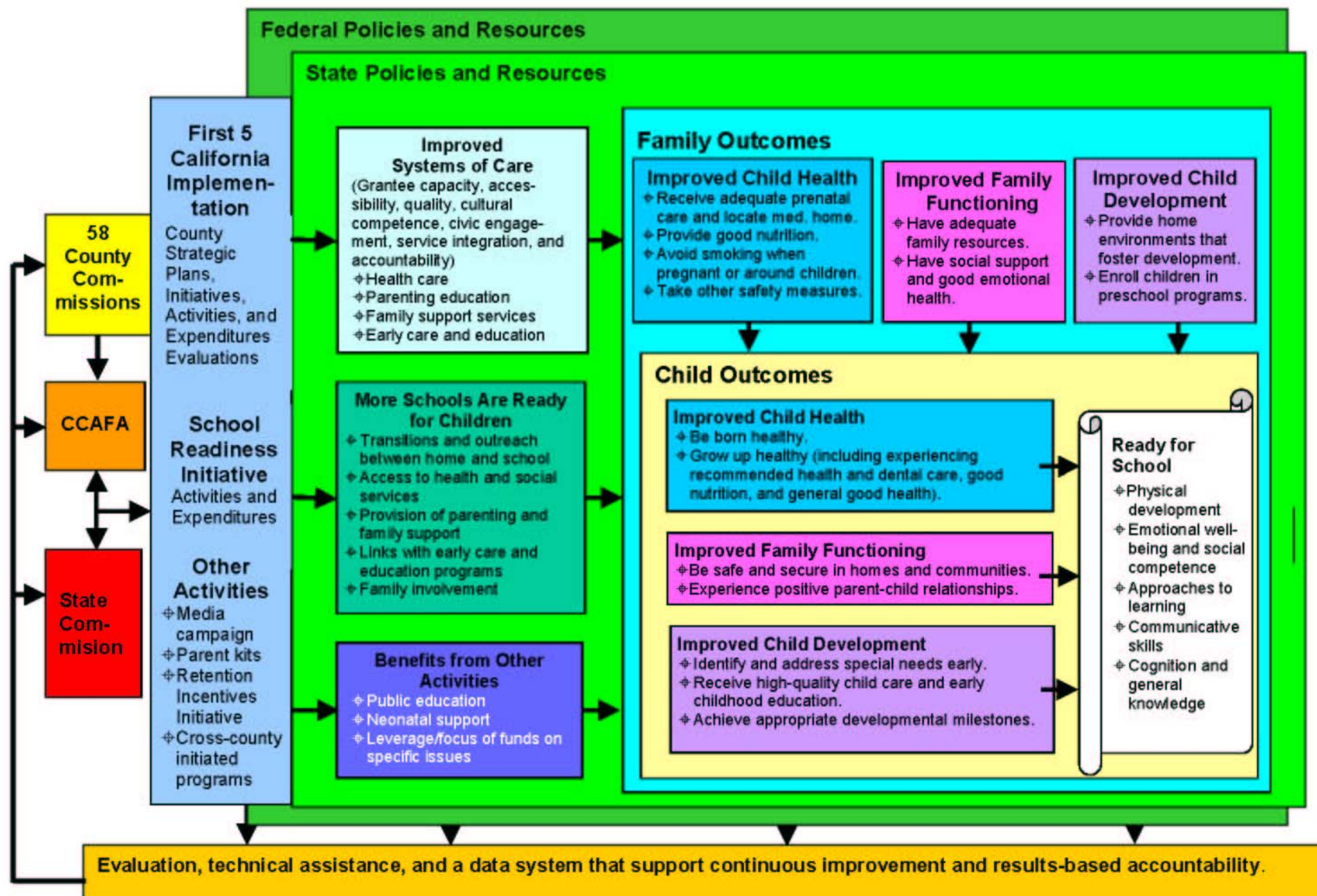
If you plan to subcontract any portion of this contract, please list names and addresses of subcontracting individuals/organizations:

Printed Name/Title of Person Authorized to Bind Agreement

Signature (must be an original on at least 1 copy)

Date

CONCEPTUAL FRAMEWORK FOR THE FIRST 5 CALIFORNIA EVALUATION





Statewide Data Collection and Evaluation of First 5 Funded Programs

Statewide Evaluation Overview

What is the goal of the statewide evaluation?

The goal of the statewide evaluation of First 5 California is to support policies and programs that make sure that California's children get the best start in life by:

- Supporting the continuous improvement of local and state activities related to children from birth to age 5 and their families.
- Supporting accountability to the public and the State Legislature.
- Producing reliable, high-quality information about:
 - Results for children and families (at the participant and community levels), disaggregated by key demographics (e.g., ethnicity, primary language) and for children with special needs.
 - Implementation of First 5 strategic plans and activities, disaggregated by key demographics.
 - Improvements in local systems of care.
 - Community context.
 - Promising practices.

The statewide evaluation is examining First 5 funded programs overall and the added value of School Readiness Initiative funded programs.

What questions will the evaluation answer?

Results for Children and Families

1. Are more families of young children practicing behaviors that are known to support children's health and physical development, emotional well-being, social competence, language and cognitive development, and readiness for school?
2. Are children healthier, safer, and more secure in their homes, developing appropriately, and ready to learn when they enter school?

Implementation

3. How are County Commissions implementing First 5 programs?
4. How is the School Readiness Initiative implemented at the local level?
5. What strategies is First 5 California using to support County Commissions with their efforts to enhance the health and well-being of young children and their families?

Changes in Systems of Care

6. Are systems of care changing so that they can address the needs of families and children more effectively?
7. Are more schools and school-linked programs using strategies that promote children's readiness for school and schools' readiness for children?

Community Context and Other Factors

8. How do community and county contextual factors influence implementation and outcomes of School Readiness and other First 5 funded programs?



Statewide Data Collection and Evaluation of First 5 Funded Programs

Promising Practices

9. Which First 5 and School Readiness Initiative strategies, programs, and approaches most effectively promote positive outcomes for children, families, and communities?
10. Which strategies are more cost-effective than others in achieving similar results?

The statewide evaluation will not allow for *causal attributions*. In other words, changes seen in the indicators will not support statements such as “First 5 California programs or strategies single-handedly caused improved outcomes for children and families at the program or community level.” Rather, the use of key indicators will allow statements such as “Positive changes are occurring in the areas being targeted by First 5 California investments and activities.” Also, the statewide evaluation is not meant to replace local program evaluation. Outcome data from the statewide evaluation should not be used to evaluate the impact of a single program. Rather, outcome data should be used to assess the effectiveness of the combination of County Commissions’ funded programs at affecting outcomes at the participant and community levels.

What data are being collected?

The statewide evaluation is collecting several types of data to answer the above questions.

- Annual report narratives and fiscal data
- Aggregate service and participant information (annual report or PEDS)
- Core participant intake, follow-up, and service data (PEDS or data exports)
- Population-based data
- Kindergarten Entry Profiles: parent interviews and teacher surveys
- Systems change surveys and interviews
- Case studies
- Special studies
- Community resource mapping.

To support data collection efforts, the statewide evaluation team has developed the Proposition 10 Evaluation Data System (PEDS). The team also provides individual and group-focused technical assistance on statewide evaluation activities to all County Commissions.

How will the evaluation findings be distributed?

A summary of the statewide evaluation findings is presented in the Annual Report to the Legislature. In addition, the team will make findings available through its Web site, technical reports, policy briefs, conference presentations, journal articles, and other publications.

For more information on the statewide evaluation, please visit our Web site: <http://first5eval.com>.

FIRST 5 CALIFORNIA STATEWIDE EVALUATION QUESTIONS

Results for Children and Families

1 Prior to school entry, are more families of young children practicing behaviors that are known to support children's readiness for school (including health and physical development, emotional well-being, social competence, language, communication skills, and cognitive development)? This includes:

- Are more families engaging in behaviors at home that foster optimal development, including parenting behaviors, such as regularly reading to their children?
- Are more families enrolling their children in preschool programs?
- Are more families better able to attend to the physical and emotional needs of their children (e.g., less maternal depression, more housing security, and less physical and emotional abuse)?
- Are more pregnant women abstaining from tobacco and other drugs while pregnant?
- Are more families refraining from smoking around their children?
- Are they ensuring that their children are immunized and receive scheduled wellness appointments?
- Are more mothers receiving adequate prenatal care?

2 Are children entering kindergarten better prepared to be successful in school?

Do more children experience improved development, competencies, and skills in dimensions identified by the National Education Goals Panel (NEGP)? These include:

- Health and physical development
- Emotional well-being and social competence
- Approaches to learning
- Communicative skills
- Cognition and general knowledge

3 What results are experienced from other First 5 California-sponsored activities?

- What are the results of independent evaluations of the Kit for New Parents and Media Campaign?
- Has the Retention Incentives for Early Care and Education Providers Pilot Project improved the local retention of early care and education providers?
- Have cross-county efforts, such as the Oral Health and Migrant Farm Workers programs, resulted in improved local service capacity and/or quality of services?
- Have investments in research and evaluation resulted in greater knowledge of best practices and continuous improvement efforts?
- Has statewide technical assistance resulted in greater County Commission capacity to carry out their work?

Implementation

4 How are County Commissions implementing First 5 funded programs?

- What strategies (e.g., trainings, classes, services, delivery modes) are being used to achieve specific results, and what organizations are sponsoring them?
- With what intensity (e.g., frequency, duration) are strategies being delivered?
- How many children, families, and service providers are reached by various strategies, and what are their characteristics (e.g., infants, toddlers, or preschoolers; children with special needs; those from specific ethnic or language groups; types of child care or health service providers)?
- How do they allocate their funding to result areas and strategies?
- What strategies do programs use to sustain themselves and leverage additional funding?

FIRST 5 CALIFORNIA STATEWIDE EVALUATION QUESTIONS (Continued)

5 What strategies is First 5 California using to support County Commissions with their efforts to enhance the health well-being of young children and their families?

- What research, initiatives, cross-county initiated programs, and technical assistance is First 5 California supporting, organizing, and directly providing?
- What resources are invested in these activities?

Changes in Systems of Care

6 Are systems of care changing to address the needs of families and children more effectively?

- Do more counties offer the supports and services that contribute to children's physical, emotional, social, and cognitive development and well-being (e.g., prenatal care, birth preparation/infant care classes, breastfeeding support programs, pediatric health and dental care, screenings/services for children with disabilities or at risk of developmental delays, parenting education programs, family support services, high-quality child care and preschool, nutrition and food access programs, safe and inviting locations where children can be physically active, affordable and accessible transportation to help families access these services)?
- Are services more accessible, of better quality (i.e., better reflect high standards of care), more culturally competent, and better integrated?
- Are services better integrated, both within agencies for particular children/families and across agencies within different service systems (e.g., health, mental health, and education agencies)?
- Are community residents involved in the planning and monitoring of the service system?
- Are families satisfied with the services they receive?
- Are the strategies being used to improve systems of care sustainable?

Community Context and Other Factors

7 How do community and county contextual factors influence implementation and outcomes of School Readiness and other First 5 funded programs?

- Potential community contextual factors include:
 - Economic status of families in the community (e.g., unemployment, household income)
 - Crime rate
 - Ethnic composition
 - Proportion of households with young children
 - Density of the population and geographic distances
 - History of agency collaboration on service integration and school readiness efforts
 - Status of the local service system and schools (e.g., proportion of credentialed to emergency-credentialed staff, quality of physical plant or learning materials).
- Potential state and federal contextual factors include:
 - Economic status
 - Funding levels for programs of young children and families
 - New programs aimed at young children and families
 - Policies such as those that encourage or prohibit the combining of funding streams.

Promising Practices

8 Which First 5 California and SR initiative strategies, programs, and approaches most effectively promote positive outcomes for children, families, or communities, particularly for children and families from diverse cultural and linguistic backgrounds and children with disabilities and other special needs?

- What are the characteristics of these strategies, programs, and approaches that promote increased access and equity?
- How could these strategies, programs, and practices be replicated or adapted by other County Commissions?

9 Which strategies are more cost-effective than others in achieving similar results?

- How do programs vary in cost expenditures?
- How does program spending related to child and family outcomes?

USING DATA TO ANSWER FIRST 5 CALIFORNIA EVALUATION QUESTIONS

	Annual Report Program Service Data	PEDS* Service and Outcome Data	Population- Based Data	Kindergarten Entry Profile Data
1. Prior to school entry, are more families of young children practicing behaviors that are known to support children's readiness for school (including health and physical development, emotional well-being, social competence, language, communication skills, and cognitive development)?	√	√	√	√
2. Are children entering kindergarten better prepared to be successful in school?	√	√	√	√
3. What results are experienced from other First 5 California-sponsored activities?			√	√
4. How are County Commissions implementing First 5 California funded programs?	√	√		
5. What strategies is First 5 California using to support County Commissions with their efforts to enhance the health and well-being of young children and their families?				√
6. Are systems of care changing to address the needs of families and children more effectively?	√	√		
7. How do community and county contextual factors influence implementation and outcomes of School Readiness and other First 5 funded programs?			√	√
8. Which First 5 California and SR initiative strategies, programs, and approaches most effectively promote positive outcomes for children, families, or communities, particularly for children and families from diverse cultural and linguistic backgrounds and children with disabilities and other special needs?	√	√	√	
9. Which strategies are most cost-effective than others in achieving similar results?	√	√		

* Proposition 10 Evaluation Data System.

**Child and Family Indicators for Participant and
Population-Based Data By Respondents****

	Indicators By Outcomes	Core Participants	Population -Based Data	School Readiness Evaluation
IMPROVED CHILD HEALTH				
A.	Children are born healthy			
A1	Infant survival rate		Yes	
A2	Number and percentage of births at low birth weight	KEY	Yes	Family interview
A6	Number and percentage of live births in which mothers received adequate prenatal care	KEY	Yes	
B.	Children receive preventive and ongoing regular health care			
B1	Number and percentage of children aged 19-35 months who receive the recommended vaccines	KEY	Yes	
B2	Number and percentage of children who receive well-baby and child checkups by age 2	KEY		
B3	Number and percentage of children with a regular medical home	KEY	Yes	Family interview
B5	Number and percentage of children who have health insurance	KEY	Yes	Family interview
C.	Children are in healthy and safe environments			
C1	Number and rate of emergency room visits by children with nonfatal unintentional injuries		Yes	
D.	Children are healthy and well nourished			
C2	Number and percentage of children whose parents rate them as in very good or excellent health			Family interview
D1	Number and percentage of women who are breastfeeding	KEY (to 12 mos.)	Yes Hosp. discharge	
D2	Number and percentage of children 0 to 5 years of age who are in the expected range of weight for their height and age	ELECTIVE	Yes	
E.	Children have good oral health			
E1	Number and percentage of children ages 1 and older who receive annual dental exams	KEY		Family interview
E4	Number and percentage of children who have dental insurance	ELECTIVE	Yes	
F.	Children are free of smoking-related illnesses			
F1	Number and percentage of children who live in households where no adults smoke	KEY		Family interview
F2	Number and percentage of women who did not smoke during pregnancy	KEY		

	Indicators By Outcomes	Core Participants	Population-Based Data	School Readiness Evaluation
IMPROVED CHILD DEVELOPMENT				
G.	Children have access to high-quality early care and education			
G1	Number of licensed center child-care spaces per 100 children		Yes	
G2	Number of licensed family child-care slots per 100 children		Yes	
G3	Number of Head Start slots per 100 low-income children		Yes	
G4	Number and percentage of licensed center child-care spaces for children with disabilities and other special needs		Yes	
	Child care experiences or children entering Kindergarten			Family interview
H.	Children participate in early childhood education programs			
H1	Number and percentage of children who have ever attended a nursery school, prekindergarten, or Head Start program by the time of kindergarten entry	KEY		Family interview
H2	Percentage of children with disabilities and other special needs who participate in early childhood care and education programs			Family interview
I.	Children receive early screening/intervention for dev. Delays, disabilities, & other special needs			
I1	Number and percentage of primary care providers who use developmental screenings on all children under age 3	ELECTIVE		
I2	Number and percentage of children identified as having disabilities and other special needs [including a developmental delay] by the time of kindergarten entry	KEY	Yes	Family interview
I3	Number and percentage of children identified with disabilities who are referred to developmental services by kindergarten entry	ELECTIVE		Family interview
I4	Number and percentage of early childhood care and education providers who receive training and/or technical support for caring for children with disabilities and other special needs [PEDS Activity Data]			
K.	Children enter kindergarten “ready for school”			
K1	Number and percentage of children entering kindergarten ready for school as determined by assessments completed by teachers and parents that indicate the child is ready in the areas of cognitive, social, emotional, language, approaches to learning, and health/physical development			Teacher assessment DRDP

	Indicators By Outcomes	Core Participants	Population-Based Data	School Readiness Evaluation
K2	Number and percentage of children who participate in school-linked transition/school readiness immersion programs (P)	ELECT.		Family interview
	Kindergarten student active attendance rates			SR School profile
	Number and percentage of students retained a second year in kindergarten			SR School profile
	State standardized test scores for reading in second grade			SR School profile
Improved Family Functioning				
J.	Children live in home environments supportive of optimal cognitive dev.			
J1	Number and percentage of families who report reading or telling stories regularly to their children, 3 to 5 years of age	KEY	Yes	Family interview
	Number and percentage of parents who report receiving various parent education and support services			Family interview
L.	Children are safe from intentional injuries in their homes and communities			
L1	Number and percentage of children with substantiated or confirmed (open) cases of child abuse		Yes	
L2	Number and percentage of child maltreatment in which there is a recurrence within a 6-month period		Yes	
M.	Fewer teens have babies and more parenting teens delay subsequent preg.			
M1	Number and rate of births to young teenage mothers	ELECT.	Yes	Family interview
N.	Families are self-sufficient			
N1	Number and percentage of children living in poverty	ELECT.	Yes	Family interview
N1.1	Number and % of kindergarten child participating in free/reduced breakfast and lunch programs			SR School profile
N2	Number and percentage of parents reporting food security (i.e., no hunger, as opposed to moderate or severe hunger)	ELECT.		
N3	Number and percentage of children who move more than once in a year	ELECT.		Family interview
	Number and percentage of mothers who completed high school or its equivalent	ELECT.		Family interview
N11	Percentage of mothers who are unmarried			Family interview

	Indicators By Outcomes	Core Partici- pants	Population- Based Data	School Readiness Evaluation
O.	Parents provide nurturing and positive emotional support to their children			
O4	Number and percentage of mothers screened for and referred for depression	ELECT.		
P.	Children achieve permanency			
P1	Number and percentage of children under age 5 who have lived in foster care within the past year		Yes	
P2	Number and percentage of children under age 5 in foster care who are placed in a permanent home		If available	

** Other elective indicators may be added in future years.

Systems Change Indicators for Surveys and Case Studies by Respondents *
 (All systems change data will be collected by the statewide evaluation team)

Indicators By Outcomes		Data Source		
		Commission	Program	Participant
Q.	Increased accessibility of services/activities			
Q2	Increased number of service locations		X	
Q5	Providing co-located services (e.g., multiple agencies providing services at a shared location)		X	
Q6	Providing services in conveniently located places (e.g., schools)		X	X
Q8	Providing home-based services		X	
Q9	Providing transportation to services		X	
Q11	Expanding service hours or making scheduling flexible		X	
Q12	Increasing outreach and public awareness of services	X	X	X
Q13	Providing services for children with disabilities and other special needs	X	X	
Q14	Providing services for underserved population(s)	X	X	
R.	Improved service delivery			
R1	Providing training and technical assistance to program staff to improve quality of services	X		
R2	Increased family focus of services (e.g., addressing the needs of multiple family members)		X	X
R4	Increased attention to prevention-focused services/activities	X	X	
S.	Increased cultural competence			
S1	Cultural diversity training for providers		X	
S2	The provision of training and technical assistance to improve knowledge, attitudes, and skills of service providers to increase their capacity to work with children with disabilities and other special needs		X	
S3	Service providers who are culturally and linguistically reflective of the community		X	
S4	The provision of print, audiovisual, and electronic materials that are culturally and linguistically appropriate for communities being served and written at appropriate literacy levels		X	X
S5	The availability of adapted and specialized services and supports for children with disabilities and other special needs and their families		X	
S6	Data collected and reported by ethnicity, language, age, gender, geographic areas, special needs populations, or other significant subgroups	X		

Indicators By Outcomes		Data Source		
		Commission	Program	Participant
T.	Increased service integration			
T1	Providing comprehensive services (combination of health, educational, social, or emotional support services)		X	X
T3	Joint planning and decision-making among multiple agencies	X	X	
T6	Seeking joint funding and/or pooling resources with other agencies	X	X	
T7	Using a centralized registry or database across agencies to share information on program participants	X	X	
T8	Advocating for policy change in collaboration with other agencies	X		
U.	Increased accountability for results			
U1	Using a shared accountability system across agencies (e.g., using some common measures to assess results and examining findings jointly)	X		
U4	Using data to inform program refinements and future program funding	X	X	
V.	Increased civic engagement of program participants			
V1	Increasing public input (e.g., surveys, community hearings)	X	X	
W.	Increased sustainability of First 5 funded-programs			
	[Consider deleting W]			
X.	Improvements in school readiness system			
X1	Number and of elementary schools with formal linkages to preschools, Head Start and Early Head Start programs, child care centers, home visiting programs, and community resources			Survey of SR Initiative schools
X2	Number and percentage of preschools with formal linkages to public and private elementary schools, child care centers, home visiting programs, and community resources.			Survey of SR Initiative funded programs

* The First 5 California Advisory Committee on Diversity may suggest additional indicators based on the Equity Principles Implementation Plan.

CURRENT DATA COLLECTION SYSTEM

Families First Home Visiting - data is entered into an Access database by project staff and transferred to the evaluation consultant on a regular basis. The evaluation consultant enters data harvested from the database into the state PEDS on-line, web-based data system.

Behavioral Consultation Project - data is entered into an Access database by project staff and transferred to the evaluation consultant on a regular basis. The evaluation consultant enters data harvested from the database into the state PEDS on-line, web-based data system.

PEERS Program - data is entered into an Access database by project staff and transferred to the evaluation consultant on a regular basis. The evaluation consultant enters data harvested from the database into the state PEDS on-line, web-based data system.

Childcare Support Program - data is entered into an Access data base by project staff and transferred to the evaluation consultant on a regular basis. The evaluation consultant enters data harvested from the database into the state PEDS on-line, web-based data system.

A Star is Born - data is entered on paper forms by project staff and mailed to the evaluation each quarter. The evaluation consultant enters the data into an Access database, and also enters data harvested from the database into the state PEDS on-line, web-based data system.

School Readiness Initiative - data is entered directly by project staff into the state PEDS on-line, web-based system.

Differential Response Program (now in start-up phase) - Plans are to have project staff enter data directly into the state PEDS on-line, web-based system. (Training planned for June 2004)

Outreach to Homeless Infants and Toddlers (now in start-up phase) - Plans are to have project staff enter data directly into the state PEDS on-line, web-based system. (Training planned for June 2004)

All other programs: Paper forms are submitted to Commission staff on a quarterly, biannual or annual basis (varies by project). Commission staff enters data into the state PEDS on-line, web-based system. This is new; the first reports were due on April 30, 2004.

**Summary of Current Programs (including FY 04-05 allocations)
July 1, 2004 – June 30, 2005**

APPENDIX E

<u>CONTRACTOR</u>	<u>PROJECT FOCUS</u>	<u>FY 04-05 ALLOCATION</u>	<u>CONTRACT START</u>	<u>CONTRACT END</u>
A. PARENTING EDUCATION AND SUPPORT				
1 Sonoma County DHS- Public Health	Home Visiting Program for parents/caregivers of firstborn newborns	\$1,031,178	Jan. 02	Jun. 05
2 California Parenting Institute	Parenting education classes	\$143,304	Feb. 04	Jan. 06
3 Sonoma County Human Services Dept	Case management for families at high risk for child abuse	\$75,000	Apr. 04	Mar. 06
4 Committee on the Shelterless (COTS)	Case management for homeless families with infants and toddlers	\$25,000	May. 04	Apr. 06
	subtotal	\$1,274,482		
B. SCHOOL READINESS INITIATIVE				
1 Community Action Partnership of Sonoma County	School Readiness Program for 7 "underperforming" schools	\$372,035	Nov. 02	Jun. 06
2 California Parenting Institute	Family literacy	\$70,500	Mar. 04	Feb. 06
	subtotal	\$442,535		
C. HEALTH AND WELL-BEING				
1 Sonoma County DHS -Alcohol and Other Drugs*	Prenatal substance abuse - mentoring program	\$14,597	Feb. 02	Jun. 05
2 Sonoma County DHS -Alcohol and Other Drugs*	Prenatal substance abuse- screening/referral system	\$20,000	Mar. 04	Feb. 05
3 Sutter Hospital*	Hospital-based dentistry	\$82,500	Jun. 03	May. 04
4 Redwood Community Health Coalition*	Children's Health Insurance Initiative	\$25,500	Mar. 04	Feb. 06
5 Redwood Community Health Coalition*	Oral Health for pregnant women	\$5,000	Mar. 04	Feb. 05
	subtotal	\$147,597		
D. CHILD CARE/EARLY LEARNING				
1 Community Child Care Council (includes 4 projects)	Regional Child Care Initiative- child care worker support	\$176,500	Mar. 02	Jun. 06
2 Early Learning Institute (includes 3 projects)	Regional Child Care Initiative- support and early intervention	\$141,000	Jan. 02	Jun. 06
3 Community Action Partnership*	Regional Child Care Initiative- extended hours Head Start	\$57,500	May. 02	Jun. 06
4 City of Rohnert Park*	Regional Child Care Initiative- vouchers for community-based learning	\$44,000	Jan. 03	Dec. 05
5 Human Services Management Corp.*	Regional Child Care Initiative- vouchers for child care	\$35,000	Mar. 02	Jun. 06
6 Petaluma People Services*	Regional Child Care Initiative- vouchers for child care	\$75,000	Mar. 02	Jun. 06
7 4 C's/ River Child Care Services*	Regional Child Care Initiative- vouchers for child care	\$60,000	Jul. 04 (est.)	Jun. 06
8 Community Action Partnership*	Regional Child Care Initiative- develop new Head Start site	\$90,000	Jul. 04 (est.)	Jun. 14
9 Friends of River Child Care*	Regional Child Care Initiative- acquire facility	\$60,000	May. 02	Jun.12
10 Town of Windsor*	Regional Child Care Initiative- acquire facility	\$90,000	Jul. 04 (est.)	Jun. 14
11 Cloverdale Unified School District*	Regional Child Care Initiative- acquire portable classroom	\$0	Dec. 02	Dec. 12
12 Sonoma Valley Unified School District*	Regional Child Care Initiative- enhance teen parent program	\$25,000	Jul. 02	Jun. 06
13 River Child Care Services*	Regional Child Care Initiative- develop/mentor family child care homes	\$10,000	Aug. 03	Jun. 06
14 to be negotiated*	Regional Child Care Initiative- to be re-negotiated (facility project)	\$90,000	Jan. 05 (est.)	Jun. 06
15 Behavioral Consultation	Behavioral consultation for child care providers	\$200,000	see below**	see below
16 Sonoma County Child Care Planning Council	Professional development for child care providers	\$225,446	Jul. 04 (est.)	Jun. 06
	subtotal	\$1,379,446		
	TOTAL	\$3,244,060		
*Subject to State PEDS evaluation, but not currently subject to additional local evaluation.				
** A contract to provide behavioral consultation services began in July 2002. \$100,000 has been allocated to CARE Children's Counseling Center, the current contractor, for July through December 04. A new contract, at the same funding level, is anticipated for January 2005.				
MINI AND MATCHING GRANTS:	It is anticipated that a total of \$275,000 will be awarded to 50 and 100 mini-grants (in amounts of \$5,000 or less) and 4 or 5 matching grants in FY 04-05			

First 5 Sonoma County PROGRAM DESCRIPTIONS FY 04-05

PARENTING EDUCATION AND SUPPORT

Families First Home Visiting Program

Receives referrals from birthing facilities in Sonoma County and provides up to 3 voluntary home visits to parents/caretakers of all firstborn newborns in Sonoma County. Provides education, support, resources and referrals; no case management.

A Star is Born

Provides community-based parent education classes throughout the County in English and Spanish with priority given to families participating in Families First Home Visiting Program.

Differential Response

Provides assessment, case management, and services for families who have been referred due to the risk of child abuse or neglect.

Outreach to Homeless Infants and Toddlers

Provides intensive support services to homeless infants and toddlers, including outreach, assessment and referral, parent education, child care, and coordination with case managers and schools.

SCHOOL READINESS

School Readiness Initiative

Provides an array of services aimed at enhancing school readiness for children under age 5 who live in neighborhoods surrounding seven "under-performing" schools within three school districts.

Focus includes:

- improved service coordination
- increased access to Head Start and increased utilization of preschools
- developing resources for family child care homes
- improving links between pre-schoolers, schools, families and community resources
- providing summer transitional programs
- improving health status, and increasing access to pediatric primary care
- increasing links between pre-school and kindergarten teachers

Amandos a los libros juntos/Loving Books Together

Provides home-based literacy fiestas; pre-literacy training for child care workers and health care professionals; Raising a Reader and Reach Out and Read literacy activities.

HEALTH AND WELL-BEING

Perinatal System of Care

Develops and implements a system to screen pregnant women for substance abuse and make appropriate treatment referrals.

One-to-One Program

Provides mentors to substance abusing women during pregnancy.

Hospitalized Dentistry

Provides hospital- based dentistry to low income children who lack insurance.

Children's Health Insurance Initiative

Supports continued planning and development for a county-wide strategy to provide access to health coverage for uninsured children whose family income qualifies.

Oral Health for Pregnant Women

Develops a handout for women and health care providers pertaining to oral health in pregnancy.

CHILD CARE/ EARLY LITERACY

i.e. parents, school officials, early care educators, local government representatives, community based organization representatives. This Initiative aims to increase access to quality child care, through a grassroots problem-solving approach.

PEERS Program (4 separate projects)

Provides on-site visits to child care homes and/or centers in 4 regions of the County for support, resource and professional development and, in 2 regions, provides structured quality improvement planning.

Childcare Support Program (3 separate projects)

Provides on-site visits to child care homes and/or centers in 3 regions of the County for support, resource and professional development. In addition, provides early intervention assessment and services in child care setting for children with potential special needs.

Head Start expansion projects

- 1 .Expands one classroom from half to full day and provides funding to remain open during summer months.
2. Identifies a location for a new Head Start program in North County. Purchases build,and/or re-model a facility to create new slots.

Community-Based Learning project

Makes vouchers available to child care workers for community-based learning opportunities for children in their care. Vouchers may be used for dance/movement classes, pre-literacy group programs, gym lessons, etc.

Child Care Voucher projects (3 separate projects with different eligibility requirements)

Provides vouchers to income eligible families to assist with costs of child care.

Resource and Referral Agency Maintenance Project

Provides funding to purchase and renovate the building which houses the Child Care Resource Referral agency in the Coast/River area, in order to maintain R+R services.

Child Care Facility Projects

1. Provides funding to develop a new child care facility and create new slots in Windsor.
2. Provides funding to purchase a portable classroom to use for child care and create new slots.

Teen Parent Program project

Improves facility and outdoor environment and extends child care hours to afterschool, so that teens may work or study.

Family Child Care Home Mentoring Project

Recruits, develops and mentors three new family child care homes in underserved rural areas of Coast/River area.

Project to be re-negotiated

Original award was to purchase a portable classroom for Healdsburg; since that has been accomplished with other funds, this project will be re-negotiated.

Behavioral Consultation Project

Uses teams of mental health professionals and early childhood educators to provide behavioral and mental health consulting services to child care centers and homes.

Training Opportunity Program (TOP)

Provides financial opportunities for non-state subsidized child care professionals to participate in professional development activities.

SERVICE CONTRACT

THIS CONTRACT, entered into this _____ day of _____, 2004, by and between the County of Sonoma, a political subdivision of the State of California, on behalf of the Sonoma County Children and Families Commission, hereinafter referred to as “County,” and **[INSERT CONTRACTOR NAME]**, **[type of legal entity]** hereinafter referred to as “Contractor.” It is mutually agreed as follows:

WHEREAS, County, through its Department of Health Services desires to **[INSERT AND UNDERLINE STATEMENT OF SERVICE TO BE PROVIDED]** and,

WHEREAS, in the judgment of the Sonoma County Board of Supervisors, it is necessary and desirable to employ the services of Contractor for the above services;

NOW, THEREFORE, in consideration of the mutual covenants set forth below, County and Contractor agree as follows:

1. **TERM OF CONTRACT**: The term of this contract shall be from _____ through _____, unless terminated earlier under the Termination paragraph of this agreement, and has no force and effect until it is executed by **[INSERT NAME OF CONTRACTOR]** and County of Sonoma.

2. **SERVICES TO BE PROVIDED**: Contractor, in a satisfactory manner to the County, promises to provide the services set forth in Contractor’s proposal, Exhibit “A,” entitled Program Services Statement, which is attached hereto and incorporated herein by reference. Contractor shall submit to the County quarterly reports including a narrative of activities in the time period being reported and the required State report forms. In addition Contractor shall, in a manner satisfactory to the County, attend scheduled contractor’s meetings and trainings, cooperate in site visits, and participate in an external evaluation process which may result in modification to Contractor’s work plan and/or documentation procedures, if agreed to by County and Contractor.

3. **PAYMENT**: As compensation for the services contemplated by this Agreement, Contractor shall receive the following sum to the extent funds are available to County: **[insert funding streams as 1), 2), etc.]: [INSERT SUM SPELL OUT AND UNDERLINE], (\$[INSERT SUM NUMERICALLY])**. In consideration of services provided by Contractor pursuant to this contract, County promises to pay Contractor on a monthly basis in arrears for services satisfactorily performed. Contractor shall submit written itemized reports in a form satisfactory to County’s Auditor and County Department of Health Services, Prevention and Planning Division Director showing all services rendered, including Contractor’s progress toward meeting its goals and objectives as set forth in Exhibit “A” and itemizing costs in accordance with the line item budget attached as Exhibit “1” though fully set forth herein. *Payments will be made in the usual course of County business upon submission by the 10th of each month of a satisfactory itemized invoice and mandated narrative and statistical reports.* In no event shall the County be obliged to pay Contractor more than the total sum of **[INSERT SUM SPELL OUT AND UNDERLINE], (\$[INSERT SUM NUMERICALLY])** under the terms and condition of this contract.

Contractor will also submit to the County a year-end report documenting activities and objectives accomplished under this contract including problems and recommended solutions. This report and final year-end cost report shall be reasonably satisfactory to the County Department of Health Services, Prevention and Planning Division Director and shall be submitted by **[INSERT DATE]**.

4. **CONTRACT DOCUMENTS**: This contract includes the following documents which are hereby incorporated by reference as though fully set forth herein: Agreement for Services, Exhibit "A" and Budget Exhibit "1." Should there be any conflict among or between the terms and conditions of these documents, the documents will control in this order: Agreement for Services, Exhibit "A" and Budget Exhibit "1."

5. **ASSIGNMENT AND DELEGATION**: Neither party hereto shall assign, delegate, sublet or transfer any interest in or duty under this agreement without the written consent of the other, and no assignment shall be of any force or effect whatsoever unless and until the other party shall have so consented.

6. **STATUS OF CONTRACTOR**: The parties intend that Contractor, in performing the services specified, shall act as an independent contractor and shall have control of the work and the manner in which it is performed. Contractor is not to be considered as agent or employee of the County and is not entitled to participate in any workers' compensation benefits, pension plans, retirement plans, insurance, bonus or similar benefits County provides its employees.

7. **INDEMNIFICATION**: Contractor agrees to accept all responsibility for loss or damage to any person or entity, including but not limited to County, and to defend, indemnify, hold harmless, reimburse and release County, its officers, agents, and employees, from and against any and all actions, claims, damages, disabilities, liabilities and expense, including but not limited to attorneys' fees and the cost of litigation incurred in the defense of claims as to which this indemnity applies or incurred in an action by County to enforce the indemnity provisions herein, whether arising from personal injury, property damage or economic loss of any type, that may be asserted by any person or entity, including Consultant, arising out of or in connection with the performance of Consultant hereunder, whether or not there is concurrent negligence on the part of County, but, to the extent required by law, excluding liability due to the sole or active negligence or due to the willful misconduct of County. If there is a possible obligation to indemnify, Consultant's duty to defend exists regardless of whether it is ultimately determined that there is not a duty to indemnify. County shall have the right to select its own legal counsel at the expense of Consultant, subject to Consultant's approval, which approval shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Consultant or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

8. **INSURANCE**: With respect to performance of work under this Agreement, Contractor shall maintain and shall require of all its subcontractors to maintain insurance as described below:

A. Workers' Compensation insurance with statutory limits as required by the Labor Code of the State of California. Said policy shall be endorsed with the following specific language:

This policy shall not be cancelled or materially changed without first giving thirty (30) days prior written notice to the County of Sonoma, Department of Health Services by registered mail.

B. Commercial or Comprehensive General Liability Insurance covering bodily injury and property damage utilizing an occurrence policy form, in an amount not less than \$1,000,000.00 combined single limit for each occurrence. Said insurance shall include, but not be limited to, premises and operation liability, independent contractors' liability, products and completed operations liability, contractual liability and personal injury liability.

Each comprehensive general liability insurance policy shall be endorsed with the following specific language:

1. The county of Sonoma, its officers and employees, is named as additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this agreement.

2. The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.

3. The insurance provided herein is primary coverage to the County of Sonoma with respect to any insurance or self-insurance programs maintained by the County, and no insurance held or owned by the County shall be called upon to contribute to a loss.

4. This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to the County of Sonoma.

C. Professional liability insurance for all activities of the Contractor arising out of or in connection with this agreement in an amount no less than \$1,000,000.00 combined single limit for each occurrence.

D. Automobile liability insurance covering bodily injury and property damage in an amount not less than \$1,000,000.00 combined single limit for each occurrence. Said insurance shall include coverage for owned, hired, and non-owned vehicles.

E. Documentation: The following documentation shall be submitted to the County of Sonoma, Department of Health Services:

1. Properly executed Certificates of Insurance clearly evidencing all coverage, limits, and endorsements required above. Said Certificates shall be submitted prior to the execution of this agreement.

2. The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had

been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.

3. Signed copies of the specified endorsements for each policy. Said endorsement copies shall be submitted within thirty (30) days of execution of agreement.

4. Upon County's written request, certified copies of insurance policies. Said policy copies shall be submitted within thirty (30) days of County's request.

F. Policy Obligations: Contractor's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

1. Contractor shall provide County with current certificate(s) of insurance endorsed with the aforementioned specific language and will maintain valid certificates(s) on file with County for the duration of this contract.

9. METHOD AND PLACE OF GIVING NOTICE, SUBMITTED BILLS, AND MAKING

PAYMENTS: All notices, bills and payments shall be made in writing and may be given by personal delivery by mail. Notice, bills and payments sent by mail shall be addressed as follows:

COUNTY: Name, Title
 Prevention & Planning Division, Department of Health Services
 3273 Airway Drive, Suite C
 Santa Rosa, CA 95403

CONTRACTOR: Name, Title
 Company
 Address
 City, State, Zip Code

and when so addressed, shall be deemed given upon receipt via United States Mail, postage prepaid. In all other instances, notices, bills, and payments shall be deemed given at the time of actual personal delivery. Changes may be made in names and addresses of the person to whom notices, bills and payments are to be given by giving notice pursuant to this paragraph.

10. **MERGER**: This writing is intended both as the final expression of the agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the agreement, pursuant to C.C.P. 1856. No modification of this agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

11. TERMINATION:

A. At any time and without cause, the County shall have the right in its sole discretion to terminate this agreement by giving 10 days written notice to Contractor. In the event of such termination, County shall pay Contractor for service satisfactorily rendered to such date.

B. Without limiting the termination rights set forth above, County declares that it intends to terminate this agreement concurrently with any written notice to Contractor or county of a determination by any appropriate authority that Contractor is not complying with the terms of this contract or the requirements of law or other pertinent regulations. Likewise, without limiting its termination rights the County declares its intent to terminate this agreement should any state or federal agency withhold or terminate funding which County had anticipated using for payment of Contractor's services.

C. If contractor should fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this agreement, County may terminate this agreement by giving Contractor written notice of such termination, stating the reason for such termination.

In such event, Contractor shall be entitled to receive as full payment for all services satisfactorily rendered and expenses incurred hereunder, an amount which bears the same ratio to the total fees specified in the agreement as the services satisfactorily rendered hereunder by Contractor bear to the total services otherwise required to be performed for such total fee; provided, however, that there shall be deducted from such amount the amount of damage, if any sustained by County by virtue of breach of the agreement by Contractor.

12. **BUDGET LINE ITEM CHANGES**: County Department of Health Services, Prevention & Planning Division Director is authorized to approve and execute a "Budget Revision Request Form" resulting in a change to a line item or items on the budget attached hereto as Exhibit "[INSERT EXHIBIT NO.]", so long as such changes do not result in an increase in County's maximum financial obligation as set forth in the Payment provision of this agreement and do not exceed the allowable percentages as outlined in the County Department of Health Services, Prevention and Planning Division Budget Modification Procedures.

13. **NONDISCRIMINATION POLICY**: Contractor is and will be committed to the principle that equal employment opportunity must be afforded to all persons regardless of race, color, ancestry, national origin, religion, sex, marital status, age, pregnancy, medical condition or handicap as required by applicable federal and state laws. Contractor agrees that no person shall suffer discrimination with respect to employment or other terms or conditions of employment with Contractor by reason of such person's status as enumerated above.

Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

Contractor recognizes that equal employment opportunity may be ensured only by a carefully administered and practiced program designed to eliminate any practices, standards, or conditions tending to result in discrimination, and by initiating positive efforts in recruitment, examination, selection, promotion, pay and training procedures to extend equal employment opportunities to all qualified persons without limiting, segregating, or classifying employees or applicants for employment in any way which would deprive any individual of employment opportunities or otherwise adversely affect his

or her status as an employee because of such individual's race, color, ancestry, national origin, religion, sex, marital status, age, medical condition or handicap.

Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of Equal Opportunity Act 42 USSC 2000 (e), conforming with Federal Executive Order No. 11246. Contractor agrees to comply with the provision of the Rehabilitation Act of 1973 (29 USC 794).

Contractor has reviewed the Sonoma County ordinance No. 4291 prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection. Contractor agrees to comply with the provisions of that ordinance during the term of this agreement and any extension of the term.

In such event of the Contractor's noncompliance with the discrimination clause of this contract or with any of such Federal rules, regulations, or orders, this Contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further State or County contracts in accordance with procedures authorized in Federal Executive Order No. 12246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law. All nondiscrimination rules or regulations required by law to be included in this agreement are incorporated by this reference.

14. **EXTRA (CHANGED) WORK**: Only the Sonoma County Board of Supervisors or Designee may authorize extra and/or changed work. The parties expressly recognize that County personnel are without authorization to either order extra and/or changed work or waive contract requirements. Failure of the Contractor to secure Sonoma County Board of Supervisors or Designee authorization for extra work shall constitute a waiver of any and all right to adjustment in the contract price or contract time due to such unauthorized extra work and the Contractor thereafter shall be entitled to no compensation whatsoever for the performance of such work.

Contractor further expressly waives any and all right or remedy by way of restitution and quantum merit for any and all extra work performed by Contractor without the express and prior written authorization of the Sonoma County Board of Supervisors or Designee.

15. **CONFLICT OF INTEREST**: Contractor promises that Contractor presently has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. Contractor further promises that in the performance of this contract no person having such interest will be employed.

Contractor agrees that no part of any funds under this contract shall be used to pay the salary or expenses of any Contractor, or agent acting for the Contractor, to engage in any activity designed to influence legislation. Contractor further agrees to include this clause in all subcontracts.

16. **TAXES**: Contractor agrees to file federal and state tax returns and pay all applicable state and federal taxes on amounts paid pursuant to this agreement and shall be solely liable and responsible to pay such taxes and other obligations, including but not limited to state and federal income and FICA

taxes. Contractor agrees to indemnify and hold County harmless from any liability which it may incur to the United States or to the State of California as a consequence of Contractor's failure to pay, when due, all such taxes and obligations. In case County is audited for compliance regarding withholding or other applicable taxes, contractor agrees to furnish County with proof of payment of taxes on those earnings.

17. **STATEMENT OF ECONOMIC INTEREST**: If required to do so by County, Contractor shall complete and file and shall cause any persons doing work under this Agreement to complete and file a "Statement of Economic Interest" with the Sonoma County Department of Health Services' Filing Officer disclosing Contractor's or other such person's financial interests.

18. **DOCUMENTS AND RECORDS**: Contractor agrees to permit County, and any authorized state agency to audit, inspect, review and copy all records, notes, and writing of any kind in connection with the services provided by Contractor under this agreement. All such inspections and copying shall occur during normal business hours. Upon request, Contractor shall supply copies of any and all such documents to County.

Contractor shall preserve records relating to the services provided to this Contract until at least seven (7) years after this Contract ends.

19. **CONTRACTOR'S WARRANTY**: County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby warrants that all its work will be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release.

20. **CONFIDENTIALITY**: Contractor agrees to keep all patient and client information confidential and Contractor will comply with all statutory and administrative requirements regarding confidentiality or patient and client information

21. **NO WAIVER OF BREACH**: The waiver by County of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or promise of any subsequent breach of the same or any other term or promise contained in this Agreement.

22. **SANCTIONED EMPLOYEES**: Contractor shall not employ in any capacity, or retain as a subcontractor or consultant in any capacity, any individual or entity that is listed on either the Suspended and Ineligible Provider List published by the California Department of Health Services, or any list published by the federal Office of Inspector General regarding the sanctioning, suspension or exclusion of individuals or entities from the federal Medicare and Medicaid programs. In the event Contractor does employ such individual(s) or entity(s), Contractor agrees to assume full liability for any associated penalties, sanctions, loss or damage that may be imposed by the Medicaid or Medicare programs.

23. **NO THIRD PARTY BENEFICIARIES:** There are no intended third party beneficiaries of this agreement, and it may be enforced only by the named parties hereto.

IN WITNESS WHEREOF, the parties, the parties have executed this Contract the day and year first above written.

CONTRACTOR:

By: _____
[INSERT NAME AND TITLE OF SIGNATURE]

Date: _____

COUNTY OF SONOMA:

By: _____
Mark A. Kostielney, Director
Department of Health Services

Date: _____

REVIEWED AS TO FORM:

By: _____
Deputy County Counsel

Date: _____

CERTIFICATES OF INSURANCE (& ENDORSEMENTS) ON FILE WITH DEPARTMENT:

By: _____
Barbara Graves, Director
Prevention and Planning Division

Date: _____